any of the internal woodwork become injured, that is dilapidation. If the main timbers decay, they are not chargeable as a dilapidation so long as they are an efficient support; but, if they give way, the tenant is bound not only to replace the timbers, but all damage done by their fall. Accident, shown to be inevitable, such as resulting from tempests, does not fall upon the tenant, as in the case of a house being prostrated, the tenant need not rebuild, but if the roof be blown off the tenant must replace it. A tenant generally speaking is *not* answerable for dilapidations resulting from natural decay; or the result of time, or fair ordinary wear and tear, but is answerable for all extraordinary decay. For instance, as to decay caused by the premises being exposed to the weather, as if the roof be suffered to go in bad repair, the tenant must make good the rafters and other timbers, if they are injured. Lord Chief Justice Tindal defined a tenant's obligation to repair thus:—"Where an old building is let, and the tenant enters into a covenant to repair, it is not meant that the old building is to be restored in a renewed form at the expiration of his tenancy, or that the premises shall be of greater value than it was at the commencement. What the natural operation of time flowing on effects, and all that the elements bring about in diminishing the value, which so far, as it results from time and nature, constitutes a loss, falls upon the landlord. But then the tenant must be careful that the tenement do not suffer more than time and nature would effect. He is bound to keep the premises in nearly the same state of repair as when demised."

An annual tenant's obligation has been thus laid down by Lord Kenyon. "A tenant from year to year, is bound to commit no waste, and to make from time to time fair and tenant-able repairs, such as windows and doors that be injured during the tenancy." Lord Tenterden decided that an annual tenant was bound to keep the premises wind and water tight.

It seems but justice, that under any mode of letting or hiring of house property, a tenant should be bound to use all ordinary precautions to preserve the building from decay; therefore there exists an obligation to keep the outside and the roof sound, perfect, and water tight; and if the internal woodwork decay sooner than it otherwise would do for want of paint, &c., the tenant is bound to restore it. Glass, if cracked or broken, becomes dilapidation, it being an outside covering.

A tenant with no agreement as to duration of his tenancy, cannot be bound to perform any repairs, the nature of his tenancy being so weak that he cannot be expected to do any repairs, as his landlord might immediately determine his tenancy, and reap the advantage to be derived from the outlay: besides, if the house require any repairs being done, the landlord can enter and take any necessary steps for its preservation; but not so with premises let for a definite time,—then, the landlord having granted the use for a certain period, has not right to enter upon the premises until the expiration of the tenancy. A tenant under this mode of letting, is however bound neither to commit nor permit waste. This kind of tenancy may be considered rather as a "deposit than as a letting on hire," and the tenant's obligation may be defined as "to use the house with care."

FRANCIS CROSS.

HOUSE PROPERTY.—A friend informs us that the St. Paul's Head freehold public-house, in Crispin-street, Spitalfields, was sold by auction at the Mart, on Thursday, in last week, to Messrs. Taylor, the brewers, for 1,160 guineas. The rent receivable for the next thirteen years is only 42*l.* per annum. Property in Chippenham, Wilts, must be materially depreciated in value, for we learn from a local paper that property mortgaged some years since for 600*l.*, and yielding a rental of 40*l.* per annum, will not realize in the market 300*l.*; another property, let at 23*l.* per annum, and for which 400*l.* was refused eight years since, has been sold during the last week for 250*l.*

MR. BARRY AND THE METROPOLITAN SEWERS COMMISSIONERS.

DRAINAGE OF THE NEW PALACE AT WESTMINSTER.

SIR,—In the last number of THE BUILDER you have, as it seems to me, been betrayed into making unfavourable remarks upon the drainage of the New Palace at Westminster, from not being fully acquainted with all the circumstances relating to it. I think I cannot, therefore, do better, in order to disabuse your mind on the subject, than to send to you the enclosed copy of a letter which I have this day forwarded to the Metropolitan Commissioners of Sewers, relative to Mr. Austin's rejoinder to my remarks upon his report on the drainage of the New Palace, to which, as well as to the documents therein referred to, I have to request of you to bestow an attentive perusal.

I am, Sir, yours faithfully,
CHARLES BARRY.

Westminster, January 23, 1849.

This we have done, and we think we shall best discharge our duty to all parties by letting Mr. Barry speak for himself. We, therefore, give the principal part of his reply even where it refers to charges which we did not print. The letter is dated January 22nd. At the commencement Mr. Barry repeats his assertion that the only information which the commissioners' engineer ever received from him relative to the drainage of the New Palace "was, as he well knows, afforded to him for a far different purpose than that of enabling him to understand the system of it in detail, or to form any competent judgment upon its merits as a whole." He repeats, that the system adopted was carried out in accordance with the rules and regulations of the Westminster Commission and the data and assistance furnished by their officers.

"That with respect to the outfalls of the New Palace sewer, it was impossible, under the circumstances, that they could be placed otherwise than in connection with the public sewers.

That, agreeing with Mr. Austin, in thinking it immaterial whether the main sewer of the palace passes through 'vaults,' or 'arched spaces,' I have to observe that the term 'arched spaces' was made use of by me, to correct, in some degree, the false impression created by the exaggerated description and pictorial illustrations of those contained in his report; from which, it might be inferred, that the main sewer had been constructed in spacious vaults under the entire building, instead of passing, as it does, through comparatively small and insignificant spaces, at intervals, and under open gateways, intended to be filled up solid with concrete. It matters not, therefore, under such circumstances, whether the sewer passes, as he states, within about 12 yards from the basement of the grand saloon connecting the Houses of Lords and Commons, or immediately under it.'

The hole in the sewer alluded to, by which the engineer passed more than once into the vaults, was of course for temporary convenience. Mr. Barry understands one passage in the rejoinder as again referring to this hole, but this is not the case.

"That the whole of the statements in my remarks upon Mr. Austin's report, as to the levels of the main sewer, and the dimensions of the arched spaces through which it passes are correct, although attempted to be falsified by Mr. Austin, and that the inference which he deduces from one of them, as to the position of the summit level, is not warranted."

"That no part of the sewer was to my knowledge constructed at variance with the plans prepared for it, namely, with a current in the wrong direction; but that if this be the case, either from neglect or subsidence of the soil, the consequences are immaterial, and the remedy is simple and inexpensive.

"That the cause of a want of free drainage from the New Palace Sewer, has constantly been owing to the foul condition of the public sewers connected with it."

"That Mr. Phillips's offer of assistance in improving the drainage of the building was not solicited, and was not accepted, as I did not consider any re-arrangement of it to be necessary.

"That the 'safety flap,' which is sneeringly alluded to by Mr. Austin (but the omission of the mention of which in his report is not accounted for), is so named, for a very different reason than that which he supposes, or chooses to infer; but that it did really protect the New Palace from the stench of the public sewer, at the time of his examination, I have no doubt.

"That Mr. Austin has unfairly assumed what he is pleased to state I ought to have said as to the ventilation of the sewer, and has erroneously stated that I have acknowledged that foul air has escaped into the buildings and courts."

"That no inconvenience or nuisance *can by any possibility arise* from the main sewer of the palace being at times a reservoir for the retention and discharge of the drainage at every tide, such reservoir being perfectly ventilated by an up shaft, and every branch drain communicating with it being properly trapped, which Mr. Austin might have ascertained to be a part of the system, if he had thought proper to have duly examined or inquired into this matter.

"That the works recently executed in the sewer in furtherance of its completion, so far from reducing it to a dangerous condition, have, in fact, improved it.

"That it is not cut off, as stated, from all possibility of ventilation, being, as alleged, 'no better than a vast retort of 15,000 cubic feet, in which the foulest gases will be perpetually generating and escaping in a concentrated form into the buildings.' On the contrary, it is perfectly ventilated, and whatever gases may be generated cannot, in any form or degree, escape into the buildings,—a fact which I am prepared to prove to the commissioners, if they are disposed to accompany me in a personal inspection of the sewer, and of which fact Mr. Austin might have been convinced, if he had applied to me for explanation as to the completion of the system adopted."

This ventilation of the sewer by artificial means is an important feature, which did not appear in the report or reply.

"That the flaps to the branch drains are not fixed for the purpose of preventing the escape of foul air into the building, as Mr. Austin seems to suppose, although they may contribute to that object; but that other and perfectly effective means are provided for that purpose, of which he appears to be ignorant. All Mr. Austin's reasoning, therefore, upon these flaps, and the admission of foul air into the building, falls to the ground."

Mr. Barry denies the foul state of the sewer, and invites the commissioners to accompany him in a personal inspection.

He thinks it is utterly impossible that any serious effects can be apprehended from the foul matter that may collect in the main sewer, and that the inference of Mr. Austin to the contrary is altogether false, and calculated only to create unfounded alarms and unfavourable impressions.

That there are no defects of a serious nature, as stated, in the drainage of the New Palace, to justify the removal of the work connected with it, as recommended by Mr. Austin; and that, if the remedy the latter recommends were attempted, the consequence might be most serious, and the expense to be incurred, which he thinks must necessarily be very great, would be a most wanton waste of public money.

Mr. Barry considers that the provision of a reservoir for storage water and sullage is neither a great mistake, nor is it mischievous, and that the proposed 15-inch and 9-inch pipes would, under the circumstances, be insufficient and inefficient to meet the unusual and extraordinary contingencies of the site.

Mr. Barry, remarking that he is in a condition to prove the truth of any assertion which he has made, and is "ready to do so before any competent, impartial, and unprejudiced tribunal," thus concludes:—

"With respect to Mr. Austin's assertion, that I have myself admitted to a member of the Sewers Commission in his (Mr. Austin's) own hearing, since the issue of his report, that 'the drainage of the New Palace was as bad as it could be,' I have to state, that to my knowledge I have never seen Mr. Austin since he made his report, and that I could not have made such an admission to any member of the Sewers Commission, inasmuch as I firmly believe, and ever have believed, that the drainage of the building is as perfect as it can be, all local and other circumstances being duly considered. If there is an impression on the mind of any commissioner that I have delivered a contrary opinion, such an impression must have arisen from misapprehension."

"CEMENTED BRICKS."—We read in the *Oxford Caronicle* that the first annual ball of the "Oxford Cemented Bricks" was held on Friday, the 5th inst. Who these bricks are, or what is the purpose of their being cemented into a society, we are not informed. We sincerely hope it is for something better than "moistening their clay."

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